



# ILLINOIS COMMERCE COMMISSION

June 6, 2003

State of Illinois, Department of Transportation,  
Petitioner,

V.

Burlington Northern Santa Fe Railway Company and Village of  
Waterman,  
Respondents.

T03-0052

Petition (1) to interconnect the newly installed traffic signals at the intersection of US 30 and Elm Street with the railroad warning devices at the Elm Street at-grade crossing; and (2) to establish the amount of minimum pre-emption time provided by Burlington Northern Santa Fe Railroad to the Department for the traffic signal preemption sequence at said at-grade crossing located in the Village of Waterman, DeKalb County.

Ms. Stacey C. Hollo  
Illinois Department of  
Transportation  
2300 South Dirksen Parkway  
Springfield, IL 62764

Dear Ms. Hollo:

Receipt is acknowledged of the original and three (3) copies of the Petition filed June 6, 2003 in the above matter.

Processing and Information Section

kl

cc: Mr. Victor A. Modeer, IDOT  
Mr. W. Douglas Werner, BNSF  
Ms. Cheryl Townlian, BNSF  
CT Corporation System, BNSF  
Village of Waterman, President/Clerk



5. The Department further proposes in the interest of public safety that the operation of the existing automatic flashing lights and gates at the Elm Street at-grade crossing be interconnected with the operation of the proposed traffic control signal system at the Elm Street and U.S. 30 intersection.
6. Furthermore, the Department proposes that the minimum simultaneous preemption time provided by the BNSF to the Department for the traffic signal preemption sequence at the Elm Street at-grade crossing be established at 27 seconds based on the proposed traffic signal timing sequence delineated in the attached table marked Exhibit 2. (The methodology utilized by the Department to arrive at the proposed minimum preemption time is delineated in the document attached hereto and marked as Exhibit 3.)
7. The Department and BNSF have executed a written agreement dated May 5, 2003 which provides for the interconnection and maintenance of the railroad traffic signal interconnect system, as well as, a division of work and expenses for the proposed interconnect project. A copy of said agreement is attached hereto and marked as Exhibit 4 for the Commission's review.
8. The Department anticipates the signal work being completed no sooner than November 2004.
9. The Illinois Commerce Commission has jurisdiction to approve and order that requested changes pursuant to the Illinois Commercial Transportation Law (625 ILCS 5/18c-7401) and the Illinois Administrative Code (92 Ill. Adm. Code 1535 et seq.).

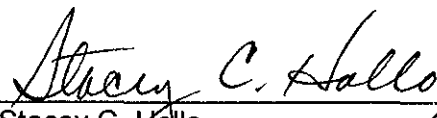
NOW THEREFORE, Petitioner, Illinois Department of Transportation, prays that the Illinois Commerce Commission, in accordance with its authority:

1. Finds that the Agreement between the Department and BNSF (Exhibit 4) sets out the division of work, expenses and future maintenance pertaining to the highway traffic signal installation and railroad-traffic signal interconnection system in a fair and reasonable manner, accepts the terms of the Agreement, and incorporates same into its Order by reference;
2. Finds that the project, as proposed, is warranted and authorized to promote public safety;
3. Directs the proposed traffic signals at the Elm Street and U.S. 30 intersection be interconnected with the railroad warning system at the adjacent Elm Street at-grade crossing;
4. Orders the minimum preemption time provided by BNSF to the Department for the traffic signal preemption sequence at the Elm Street/U.S. 30 intersection, which is adjacent to the Elm Street at-grade crossing, be established at 27 seconds;

5. Orders the project completion date be set no sooner than November 2004; and
6. Orders no hearing be deemed necessary in this regard.

Respectfully submitted,  
ILLINOIS DEPARTMENT OF TRANSPORTATION

By: Lisa Madigan  
Attorney General

  
\_\_\_\_\_  
Stacey C. Hollo  
Special Assistant Attorney General

Dated June 2, 2003

Illinois Department of Transportation  
2300 South Dirksen Parkway, Room 311  
Springfield, Illinois 62764  
Telephone (217)782-3215

Petition (1) to interconnect the newly installed traffic signals at the intersection of US 30 and Elm Street with the railroad warning devices at the Elm Street at-grade crossing; and (2) to establish the amount of minimum pre-emption time provided by Burlington Northern Santa Fe Railroad to the Department for the traffic signal preemption sequence at said at-grade crossing located in the Village of Waterman, Dekalb County.

)Docket No.

## NOTICE OF FILING

TO: W. Douglas Werner, Esq., BNS  
CT Corporation, BNS  
Kathy Bock, Clerk  
Roger Boswoth, Pres.

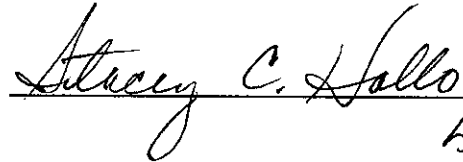
PLEASE TAKE NOTICE that I have this 2nd day of June 2003, forwarded to Mr. Lazarides, Director of Processing, Transportation Division, of the Illinois Commerce Commission, Springfield, Illinois, for filing in the above matter, a Petition, a copy of which is attached hereto and hereby served upon you.

Stacey C. Hollo  
Special Assistant Attorney General  
2300 South Dirksen Parkway  
Room 311  
Springfield, Illinois 62764  
(217) 782-3215

Counsel for the Illinois  
Department of Transportation

## PROOF OF SERVICE

The undersigned hereby certifies that a copy of the foregoing instrument was served upon the addressees listed below by mailing a true and correct copy via first class mail, postage pre-paid and depositing the same in the United States Mail, Springfield, Illinois, this 2nd day of June 2003:

  
HB

W. Douglas Werner, Esq.  
Burlington Northern and Santa Fe Railway Co.  
P.O. Box 961039  
Fort Worth, TX 76161-0039

Burlington Northern and Santa Fe Railway Co.  
CT Corporation System  
208 S. LaSalle Street  
Chicago, IL 60604

Kathy Bock  
Village Clerk  
215 W. Adams St.  
Waterman, IL 60556

Roger Bosworth  
Village President  
215 W. Adams St.  
Waterman, IL 60556

# Location Map

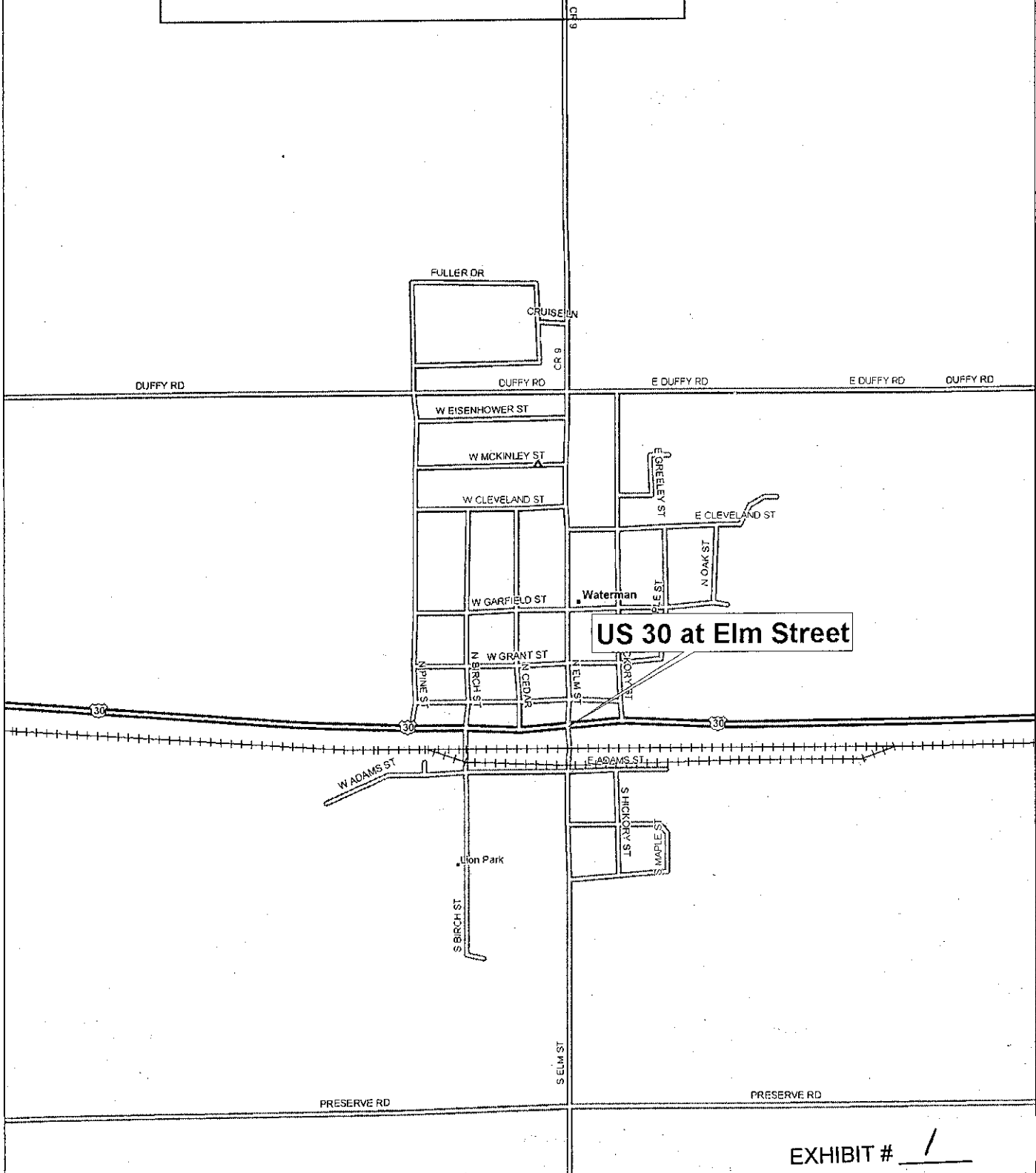


EXHIBIT # 1

## US 30 @ Elm Street

### PROPOSED MINIMUM PREEMPTION TIME

	TIME NEEDED
Delay	1
Minimum Green (sec)	1
Yellow Interval (sec)	3.2
All Red Interval (sec)	1.8
Maximum Time Prior to Track Clear Phase	7
Track Clearance (sec)	11
Separation Time	9
Min. RR Warning Time Required (Total seconds)	27



# PROCEDURE FOR ESTABLISHING MINIMUM PREEMPTION TIMES AT INTERCONNECTED CROSSINGS

PHASE I	PHASE II	PHASE III
Clearance Interval	Queue Clearance	Separation Time Safety Factor
<p>(This is a set time within the traffic signal controller which reflects the maximum worst case time it will take for the signal on the track approach to get a green light.)</p> <p><b>FACTORS:</b></p> <ul style="list-style-type: none"> <li>• pedestrian signal phase</li> <li>• vehicle clearance phase</li> </ul>	<p>(This is a variable time which reflects the amount of time required to clear a vehicle to a point beyond the tracks.)</p> <p><b>FACTORS</b></p> <ul style="list-style-type: none"> <li>• storage area length</li> <li>• crossing geometrics</li> <li>• queue length</li> <li>• distance between track and intersection</li> </ul>	<p>(This is a fixed time of 9 seconds which is needed to compensate for a variety of variables outside of the Department's control.)</p> <p><b>FACTORS</b></p> <ul style="list-style-type: none"> <li>• weather</li> <li>• vehicle defects</li> <li>• motorist reaction</li> <li>• motorist behavior</li> <li>• busses/large trucks hauling hazardous cargo</li> <li>• time of day</li> </ul>

The minimum preemption time at interconnected crossings consists of the following three components:

1. The clearance interval phase is the maximum worst case time it will take for the traffic signal to clear to a green light for the track approach. It is the Department's policy to get to this green as quickly as possible by immediately terminating any pedestrian WALK indications, abbreviating the pedestrian clearance interval and running it concurrently with the vehicular clearance phase on the cross street. Local agencies should be notified of this abbreviated time to ensure it does not conflict with designated school routes or other conditions. This time will include a 1 second delay upon receiving the signal from the railroad to limit the number of false calls received, a 1 second minimum green for the through movement, the amber clearance, and any all red time included in the timing sequence.

2. The queue clearance phase is the amount of time required to clear a vehicle that has fouled the stop bar, located prior to the tracks, to a point either completely through the intersection, for storage areas less than 15 m (50 ft) or to a point where the rear of the vehicle is 1.83 m (6 ft) from the near rail

for longer storage areas. This time should be determined by field observations conducted in the manner described below in the section captioned "Data Collection."

3. The separation time safety factor phase is an amount of time added to ensure that a vehicle is not just clearing the tracks as the train enters the crossing. This is important to keep both the motorist and the engineer from taking emergency actions. This time has been fixed at 9 seconds.

- Data collection: Field measurements of queue clearances are taken for three hours during times of peak flow to determine the length of the queue clearance phase. The resultant field surveys also note for consideration any conditions which may delay queue clearance, such as heavy pedestrian crossing volumes and pedestrian violations of signal indications. If during the observation period, queues do not get past the tracks and foul the stop bar located prior to the tracks, then data collected from similar locations is used. Factors taken into consideration when choosing another location due to a lack of queuing, include, but are not limited to, similar traffic conditions, geometrics, approach grades, and storage distances.

The following table is completed for each minimum preemption time calculated:

Delay	1 sec
Minimum Green	1 sec
Yellow Interval	sec
All Red Interval	sec
Max. Time Prior to Track Clear Green (Clearance Interval)	sec
Track Clear Green (Queue Clearance)	sec
Separation Time	9 sec
Minimum Preemption Time Required	sec



# Illinois Department of Transportation

2300 South Dirksen Parkway / Springfield, Illinois / 62764

May 5, 2003

SUBJECT: PRELIMINARY ENGINEERING  
Grade Crossing Agreement  
FAP Route 573 (U.S. 30)  
Section 116R-3  
Job No. C-92-023-00  
DeKalb County

Village of Waterman  
DOT/AAR Nos. 069755N (Elm St.)  
069757C (Birch St.)

Ms. Cheryl Townlian  
Manager – Public Projects  
The Burlington Northern & Santa Fe Railroad Co.  
3253 East Chestnut Expressway  
Springfield, Missouri 65802

Dear Ms. Townlian:

The detailed estimate of cost in the total amount of \$745,847 attached to your letter dated April 8, 2003 covering your force account work at the subject grade crossing has been reviewed and is approved.

Attached is your Company's original counterpart of the fully-executed Agreement for your Company's work at the above subject location.

Our district office will authorize you to proceed to assemble the materials necessary to perform your work at the crossing in the near future.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Cheryl Cathey'.

Cheryl Cathey, P.E.  
Chief of Preliminary Engineering

JRM:C:\s\gen\wpdocs\letters\404706.doc

cc: Gregory L. Mounts – Attn: Masood Ahmad - Attached is a copy of the  
above Agreement.  
Scott Kullerstrand – Dist. 2 Bureau of Operations - Attached is a copy of  
the above Agreement.  
Michael Stead, ICC – w/copy of Agreement  
Joe Hill – Attn: Ken Wood – w/copy of Agreement  
Design & Environment File

05/06/03 14:48 BUR OP

EXHIBIT # 4

THIS AGREEMENT made and entered into by and between the STATE OF ILLINOIS, acting by and through its Department of Transportation, hereinafter referred to as the "STATE", and THE BURLINGTON NORTHERN SANTA FE RAILWAY COMPANY, hereinafter referred to as the "COMPANY",

W I T N E S S E T H:

THAT, WHEREAS, FAP Route 573 (U.S. 30) intersects with Elm and Birch Streets, as located and constructed in the Village of Waterman in DeKalb County, Illinois, there crosses at a grade the main tracks of the COMPANY, and the crossing thus formed (DOT/AAR No. 069 755N and 069 757C) are constructed of bituminous material and protected by automatic flashing light signals and gates; and

WHEREAS, in the interest of public safety, the STATE is widening and adding turn lanes on U.S. 30 through Waterman and where it intersects Elm and Birch Streets adjacent to the tracks of the Company, and the parties hereto desire to install new crossing surfaces and relocate signals/communication lines at Elm and Birch Streets on the COMPANY's tracks, all as shown on Exhibit 1 (20 sheets) attached hereto and made a part hereof; and,

WHEREAS, the work herein proposed to be performed by the COMPANY shall be completed with the traffic control indicated on Exhibit 1; and

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements as hereinafter contained, the parties hereto agree as follows:

SECTION 1. The "Standard Provisions for State-Railroad Grade Crossing Agreements"; and, the "State Required Ethical Standards Governing Contract Procurement" as Attachment A, attached hereto are hereby made a part of this Agreement.

SECTION 2. The parties hereto shall construct or cause to be constructed, in substantial accordance with the approved plans, specifications and special provisions, the following items of work:

- (l). WORK BY THE COMPANY. The COMPANY shall furnish, or cause to be furnished, at the expense of the STATE, all of the labor, materials and work equipment required to perform and complete:
- (a). The removal of the existing grade crossings proper including ballast, ties and OTM through the limits of the proposed crossings.
  - (b). The installation of a prefabricated rubber or concrete crossing proper (including the installation of engineering filter fabric and pipe underdrains) over the track extending beyond the curb and through the sidewalk, all as shown on Exhibit 1. This will be performed for both the Elm and Birch Street crossings.
  - (c). The removal of the COMPANY's communication poles and subsequent burial of their lines between the COMPANY's track and U.S. 30 for a distance of approximately 7500 feet, (RR MP 61.01 to MP 62.43).
  - (d). The replacement and relocation of the existing signals with new LED signals and circuitry at the widened Elm and Birch Street crossings.
  - (e). The installation of pedestrian gates at Elm Street in all four quadrants.
  - (f). Make necessary adjustments at Elm Street for a rail-highway signal interconnect.
  - (g). Remove, replace and relocate signal controller cabinets (bungalows) at Elm and Birch Streets. The Elm Street bungalow should have sufficient space for the interconnect circuitry.
  - (h). The furnishing, erection, maintenance and removal of signs, barricades and traffic control devices as required to perform and complete the work herein proposed.
  - (i). All necessary roadway approach work.
  - (j). Incidental work necessary to complete the items hereinabove specified.

The estimated cost of the work to be performed by the COMPANY at the expense of the STATE as outlined above is ~~\$576,802~~ <sup>745,847</sup> as contemplated by the detailed estimate of cost attached hereto.

(II). WORK BY THE STATE. The STATE shall furnish or cause to be furnished, at its expense, all of the labor, materials and work equipment required to perform and complete:

- (a). The furnishing of a traffic control plan to the COMPANY.
- (b). Engineering inspection.
- (c). Incidental work necessary to complete the items hereinabove specified.

The STATE'S work shall be awarded to a competent and experienced contractor(s) who has (have) adequate equipment, organization and finances, and the COMPANY shall be notified of the contractor(s) receiving such award for all work affecting the COMPANY'S interest.

Federal-Aid Policy Guide, Chapter I, Subchapter B, Part 140, Subpart I, Section 140.922(b) (23 CFR 140I) requires that the STATE certify that the work at the job site is complete, acceptable and in accordance with the terms of this Agreement. A representative of the STATE shall be present at the job site during construction to certify the work and to assure that all work and materials meet the requirements as set forth in the STATE'S "Standard Specifications for Road and Bridge Construction" and supplements thereto. The COMPANY shall, therefore, give the STATE a 48-hour notice in advance of commencement of the work set forth in this Agreement.

SECTION 3. The STATE shall require its contractor(s) to perform his/her (their) work in accordance with the "Standard Specifications for Road and Bridge Construction" adopted

July 1, 1997, and the "Supplemental Specifications" in effect on the date of invitation for bids. A single Railroad Protective Liability Insurance policy, naming the COMPANY, shall be carried in limits of \$2,000,000 combined single limit per occurrence for bodily injury liability and property damage liability with an aggregate limit of \$6,000,000 over the life of the policy as set forth in Federal-Aid Policy Guide, Chapter I, Subchapter G, Part 646, Subpart A (23 CFR 646A).

Flagging bills may be presented by the COMPANY to the STATE'S contractor on a monthly basis with a final bill presented in a timely manner after completion of the project. The COMPANY will thereupon receive prompt payment from the contractor who will be reimbursed by the STATE in accordance with the Standard Specifications, supplements or revisions thereto and/or any applicable special provisions.

SECTION 4. Subsequent to the award of any contract(s), and before any work is started on this project, a conference shall be held between the representatives of the STATE, the COMPANY, and the interested contractor(s), at a time and place as designated by the STATE'S representative, for the purpose of coordinating the work to be performed by the several parties, and at which time a schedule of operations will be adopted.

SECTION 5. Each party will provide the necessary construction engineering and inspection for carrying out its work as herein set forth, and the costs for such services shall be borne by the STATE. The costs as incurred by the COMPANY for inspecting the work performed by the STATE as may affect its properties and facilities, or the safety and continuity of train operations, shall be borne by the STATE.

SECTION 6. The STATE shall require its contractor(s), before entering upon the COMPANY'S right of way for performance of any construction work, or work preparatory thereto, to notify the authorized representative of the COMPANY for the occupancy and use of the COMPANY'S right of way outside the limits of the structure(s), and to comply with his

recommendations relative to the requirements for railroad clearances, operation and general safety regulations.

SECTION 7. The safety and continuity of operation of the traffic of the COMPANY shall be at all times protected and safeguarded, and the STATE shall require its contractor(s) to perform the work accordingly. Whenever the work may affect the safety of trains, the method of doing such work shall first be submitted to the COMPANY'S authorized representative for his approval without which it shall not be commenced or prosecuted. The approval of the COMPANY'S authorized representative shall not be considered as a release from responsibility, or liability for any damage which the COMPANY may suffer, or for which it may be held liable by the acts of the contractor(s), or those of their subcontractor(s), or their employees.

SECTION 8. The STATE will further incorporate, by special provision amending Article 107.11 of the Standard Specifications for Road and Bridge Construction, an indemnification provision running in favor of the COMPANY from the STATE's Contractor in the following form:

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the COMPANY and its officers, employees and agents from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of the work by the Contractor on or about the COMPANY'S property but only to the extent caused in whole or in part by negligent acts or omissions of the Contractor and provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death or to injury to or destruction of tangible property, including the loss of use resulting therefrom. Moreover, provided that the contractor shall not be obligated to indemnify and hold harmless the COMPANY from liability for injury or death or damages to the extent proximately caused by the negligence of any employee or agent of the COMPANY. The indemnification herein is not limited by the required minimum insurance



coverage that is to be provided in accordance with the contract or by any limitation as to the amount or type of damages payable pursuant to law including but not limited to the Federal Employers Liability Act.

SECTION 9. The STATE shall require its contractor(s), upon the completion of the work of such contractor(s), to remove from within the limits of the COMPANY'S right of way all machinery, equipment, surplus materials, falsework, rubbish or temporary buildings of such contractor(s), and to leave the right of way upon which the said contractor(s) carried on operations in a neat condition, satisfactory to the authorized representative of the COMPANY.

SECTION 10. The COMPANY shall keep an accurate and detailed account of the actual cost and expense as incurred by it, or for its account, in the performance of the work it herein agrees to perform.

SECTION 11. Upon completion of the improvement described herein, the maintenance responsibilities shall remain as described in the aforescribed construction agreement.

SECTION 12. The project herein contemplated shall be subject to all appropriate Federal laws, rules, regulations, orders and approvals pertaining to all agreements, plans, estimates, specifications, award of contract, acceptance of work and procedure in general. The STATE will reimburse the COMPANY as hereinbefore provided, for only such items of work and expense, and in such amounts and forms as are proper and eligible for payment.

SECTION 13. It is the policy of the U.S. Department of Transportation that minority business enterprises, as defined in 49 Code of Federal Regulations (CFR) Part 26, shall have the maximum opportunity to participate in the performance of agreements financed in whole or in part with Federal funds. Consequently, the minority business enterprises requirements of 49 CFR Part 26 apply to this AGREEMENT.

The COMPANY agrees to ensure that minority business enterprises, as defined in 49 CFR Part 26, have the maximum opportunity to participate in the performance of this AGREEMENT. In this regard, the COMPANY shall take all necessary and reasonable steps, in accordance with 49 CFR Part 26, to ensure that minority business enterprises have the maximum opportunity to compete for and perform portions of this AGREEMENT. The COMPANY shall not discriminate on the basis of race, color, national origin or sex in the selection and retention of contractors, including procurement of materials and leases of equipment.

The COMPANY shall include this provision in every subagreement, including procurement of materials and leases of equipment.

Failure to carry out the requirements set forth above shall constitute a breach of agreement and may result in termination of the AGREEMENT or such remedy as deemed appropriate.

In the event any work is performed by other than COMPANY forces, the provisions of "an act regulating wages of laborers, mechanics and other workers employed in public works by the State, County, City or any public body or any political subdivision or by any one under contract for public works" (Illinois Compiled Statutes, 820 ILCS 130/1) shall apply.

SECTION 14. Pursuant to the International Anti-Boycott Certification Act, Illinois Public Act 88-671, the COMPANY certifies that neither it nor any substantially-owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act.

SECTION 15. Under penalties of perjury, the COMPANY certifies that its correct Federal Taxpayer Identification Number (TIN) is 41-603-4000 and the COMPANY is doing business as a corporation.

SECTION 16. Obligations of the STATE will cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or federal funding source fails to appropriate or otherwise make available funds for this Agreement.

SECTION 17. This Agreement shall be binding upon the parties hereto, their successors or assigns.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate counterparts, each of which shall be considered as an original, by their duly authorized officials as of the dates below indicated.

Executed by the COMPANY, this \_\_\_\_\_

BURLINGTON NORTHERN AND,

day of \_\_\_\_\_, 20

APPROVED AS TO FORM 3/7/03  
*[Signature]*

SANTA FE RAILWAY COMPANY

Attest:

Burlington Northern and Santa Fe Law Department

By: *[Signature]*

Executed by the STATE, this 2nd

day of May, 2003.

STATE OF ILLINOIS, acting by and through its Department of Transportation,

By:

*[Signature]*  
Secretary

By:

*[Signature]*  
Director - Finance & Administration

By:

*[Signature]*  
Director - Division of Highways

By:

*[Signature]*  
Chief Counsel

## ATTACHMENT A

### STATE REQUIRED ETHICAL STANDARDS GOVERNING CONTRACT PROCUREMENT

The certifications hereinafter made by the COMPANY are each a material representation of fact. The STATE may terminate the agreement if it is later determined that the COMPANY rendered a false or erroneous certification.

**Bribery.** Section 50-5 of the Illinois Procurement Code provides that: (a) no person or business shall be awarded a contract or subcontract under this Code who: (1) has been convicted under the laws of Illinois or any other state of bribery or attempting to bribe an officer or employee of the State of Illinois or any other state in that officer's or employee's official capacity; or (2) has made an admission of guilt of that conduct that is a matter of record but has not been prosecuted for that conduct.

No business shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of the business if the employee or agent is no longer employed by the business, and: (1) the business has been finally adjudicated not guilty; or (2) the business demonstrates to the governmental entity with which it seeks to contract, and that entity finds that the commission of the offense was not authorized, requested, commanded, or performed by a director, officer, or high managerial agent on behalf of the business as provided in paragraph (2) of subsection (a) of Section 5-4 of the Criminal Code of 1961.

For purposes of this Section, when an official, agent, or employee of a business committed the bribery or attempted bribery on behalf of the business and in accordance with the direction or authorization of a responsible official of the business, the business shall be chargeable with the conduct.

Every bid submitted to and contract executed by the State shall contain a certification by the COMPANY that the COMPANY is not barred from being awarded a contract or subcontract under this Section. A COMPANY who makes a false statement, material to the certification, commits a Class 3 felony. The COMPANY certifies that it is not barred from being awarded a contract under Section 50-5.

**Educational Loan.** The Educational Loan Default Act provides that no State agency shall contract with an individual for goods or services if that individual is in default, as defined by Section 2 of this Act, on an educational loan. Any contract used by a State agency shall include a statement certifying that the individual is not in default on an educational loan as provided in this Section.

**Bid Rigging/Bid Rotating.** Section 33E-11 of the Criminal Code of 1961 provides: (a) that every bid submitted to and public contract executed pursuant to such bid by the State or a unit of local government shall contain a certification by the COMPANY that it is not barred from contracting with any unit of State or local government as a result of a violation of either Section 33E-3 or 33E-4 of the Code. The state and units of local government shall provide appropriate forms for such certification.

A COMPANY who makes a false statement, material to the certification, commits a Class 3 felony.

A violation of Section 33E-3 would be represented by a conviction of the crime of bid-rigging which, in addition to Class 3 felony sentencing, provides that any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be barred for 5 years from the date of conviction from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation, and: (1) it has been finally adjudicated not guilty, or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer, or a high managerial agent in behalf of the corporation.

A violation of Section 33E-4 would be represented by a conviction of the crime of bid-rotating which, in addition to Class 2 felony sentencing, provides that any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be permanently barred from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty, or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer, or a high managerial agent in behalf of the corporation.

The COMPANY certifies that the COMPANY is not barred from contracting with the Department by reason of a violation of either Section 33E-3 or Section 33E-4.

**International Anti-Boycott.** Section 5 of the International Anti-Boycott Certification Act provides that every contract entered into by the State of Illinois for the manufacture, furnishing, or purchasing of supplies, material, or equipment or for the furnishing of work, labor, or services, in an amount exceeding the threshold for small purchases according to the purchasing laws of this State or \$10,000, whichever is less, shall contain certification, as a material condition of the contract, by which the COMPANY agrees that neither it nor any substantially-owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act. The COMPANY makes the certification set forth in Section 5 of the Act.

**Debt Delinquency Certification.** The COMPANY certifies it is not delinquent in the payment of any debt to the STATE (or if delinquent has entered into a deferred payment plan to pay the debt), and the COMPANY acknowledges the STATE may declare the Agreement void if this certification is false (30 ILCS 500/50-11, effective July 1, 2002).

## STANDARD PROVISIONS FOR STATE-RAILROAD GRADE CROSSING AGREEMENTS

1. All of the COMPANY'S work shall be performed in accordance with the terms, stipulations, and conditions as contained in the Federal-Aid Policy Guide, Chapter I, Subchapter B, Part 140, Subpart I, and any supplements thereto.
2. The COMPANY, for the performance of its work, may bill the STATE monthly (in sets of 4) for the STATE'S share of the actual costs and expenses incurred. These progressive invoices may be rendered on the basis of the estimated percentage of the work completed. The STATE, after verifying that the bill is reasonable and proper, shall promptly reimburse the COMPANY for 100 percent of the amount billed, but not to exceed the amount agreed upon.

The COMPANY, upon the completion of its work, shall send the STATE a detailed final statement (in sets of 4) of its actual expense as incurred, including allowable additives. After the STATE'S representatives have checked the final statement and have agreed that the costs are reasonable and proper, insofar as they are able to ascertain, the STATE shall reimburse the COMPANY in an amount, less previous payments, if any, equal to 100 percent of the amount agreed upon or the amount billed, whichever is less. If the COMPANY's actual costs exceed the agreement amount, documentation and a written explanation must be provided before additional reimbursement can occur.

The COMPANY shall maintain, for a minimum of 3 years after the completion of the contract, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records, and supporting documents related to the contract shall be available for review and audit by the STATE; and the COMPANY agrees to cooperate fully with any audit conducted by the STATE and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this section shall establish a presumption in favor of the STATE for the recovery of any funds paid by the STATE under the contract for which adequate books, records, and supporting documentation are not available to support their purported disbursement.

After the Federal or STATE representatives have audited the expenses as incurred by the COMPANY, and final inspection of the installation has been made, the STATE shall reimburse the COMPANY for the retained percentage and the suspended items of expense less the deductions of any item (or items) of expense found by federal or STATE representatives as not being eligible for reimbursement.

3. The project herein contemplated shall be subject to all appropriate Federal laws, rules, regulations, orders and approvals pertaining to all agreements, plans, estimates, specifications, award of contracts, acceptance of work and procedure in general. The STATE will reimburse the COMPANY as hereinbefore provided, for only such items of work and expense, and in such amounts and forms as are proper and eligible for payment.

4. In compliance with the Federal-Aid Policy Guide, Chapter I, Subchapter G, Part 646, Subpart B, and supplements, which determines the railroad benefit and liability, the proposed grade crossing improvement meets Classification (1) of Section 646.210(b), a category not considered as a benefit to the COMPANY, and no contribution by the COMPANY is required.
5. When the roadway is to be closed to vehicular traffic while the railroad work is being performed, the STATE at its expense shall furnish, erect, maintain and remove the traffic control devices necessary to detour highway traffic after the COMPANY gives two weeks advance notice to the STATE'S District Engineer.

When the COMPANY is to perform its work while maintaining highway traffic, the STATE shall furnish or cause to be furnished, at its expense, the signs, barricades and traffic control devices for erection by the COMPANY after two weeks advance notice is given the STATE'S District Engineer. The COMPANY, at the expense of the STATE, shall erect, maintain, relocate, and remove the signs, barricades, and other traffic control devices, including the furnishing of flagging personnel, as required to maintain highway traffic throughout the time the railroad work is being performed.

6. The COMPANY may bill the STATE (in sets of 4) for the STATE'S share of the cost of materials purchased, delivered and stored on the COMPANY'S property but not yet installed. The materials will become the property of the STATE and must be designated for exclusive use on the project designated in this Agreement. In the event of any loss of material after payment, the COMPANY will replace the material at no cost to the STATE. The storage area of such materials shall be available for STATE inspection upon 24-hours notice. The bill shall be accompanied by a voucher from the material supplier indicating payment by the COMPANY. Payment under this paragraph shall not be claimed for any single pay item less than \$500.

In the event the COMPANY fails to install the stored material during a one-year period subsequent to payment to the COMPANY, the STATE may enter the property of the COMPANY and take possession of said material for the STATE'S own use. The taking possession of the material by the STATE shall in no way serve to terminate this Agreement or affect the other provisions of this Agreement.

7. Federal-Aid Policy Guide, Chapter I, Subchapter B, Part 140, Subpart I, Section 140.922(b) requires that the STATE certify that the work at the job site is complete, acceptable and in accordance with the terms of this Agreement. A representative of the STATE shall be present at the job site during construction to certify the work and to assure that all highway approach work and materials meet the requirements as set forth in the STATE'S Standard Specifications for Road and Bridge Construction and supplements thereto. The COMPANY shall, therefore, give the STATE a 48-hour notice in advance of commencement of the work set forth in this Agreement.

This notice may be given by writing the STATE'S District Engineer, Mr. Gregg Mounts, 819 Depot Avenue, Dixon, Illinois 61021-3546, or by



telephoning Mr. Shawn Connolly at (815) 284-5481. You may also fax Mr. Connolly at (815) 284-5903. The cost of any construction work performed by the COMPANY at the job site prior to the expiration of the 48-hour notice shall be borne by the COMPANY. The 48-hour notice shall begin upon receipt of the 48-hour notice by the State's District Engineer.

8. It is the policy of the U.S. Department of Transportation that minority business enterprises, as defined in 49 Code of Federal Regulations (CFR) Part 26, shall have the maximum opportunity to participate in the performance of agreements financed in whole or in part with Federal funds. Consequently, the minority business enterprises requirements of 49 CFR Part 26 apply to this agreement.

The COMPANY agrees to ensure that minority business enterprises, as defined in 49 CFR Part 26, have the maximum opportunity to participate in the performance of this agreement. In this regard, the COMPANY shall take all necessary and reasonable steps, in accordance with 49 CFR Part 26, to ensure that minority business enterprises have the maximum opportunity to compete for and perform portions of this agreement. The COMPANY shall not discriminate on the basis of race, color, national origin or sex in the selection and retention of contractors, including procurement of materials and leases of equipment.

The COMPANY shall include this provision in every subagreement, including procurement of materials and leases of equipment.

Failure to carry out the requirement set forth above shall constitute a breach of agreement and may result in termination of the agreement or such remedy as deemed appropriate.

In the event any work is performed by other than COMPANY forces, the provisions of "an act regulating wages of laborers, mechanics and other workers employed in public works by the State, County, or any public body or any political subdivision or by any one under contract for public works" (Illinois Compiled Statutes, 820 ILCS 130/1) shall apply.

9. Pursuant to the International Anti-Boycott Certification Act, Illinois Public Act 88-671, the COMPANY certifies that neither it nor any substantially-owned affiliated company is participating or shall participate in an International boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act.
10. At the time this Agreement was executed, there were funds available for the PROJECT; however, obligations assumed by the STATE under this Agreement shall cease immediately, without penalty or payment, should the Illinois General Assembly or the Federal Highway Administration fail to appropriate or otherwise make available funds for the PROJECT.

\*\*\*\*\* MAINTAIN PROPRIETARY CONFIDENTIALITY \*\*\*\*\*

THE B. N. S. F. RAILWAY COMPANY  
FHPM ESTIMATE FOR  
STATE OF ILLINOIS

LOCATION:- WATERMAN DETAILS OF ESTIMATE PLAN ITEM: 000079983 VERSION: 1

PURPOSE, JUSTIFICATION AND DESCRIPTION

SIGNAL COST ESTIMATE TO INSTALL CODED TRACK BETWEEN MP. 60.80 & MP. 63.10 TO REPLACE POLELINE. L/S-0003, CHICAGO DIV., AURORA SUBDIV. ESTIMATE INCLUDES, CROSSING UPGRADES AT ELM, BIRCH AND ROUTE 23.

THE MATERIAL LIST BELOW REFLECTS TYPICAL REPRESENTATIVE PACKAGES USED FOR ESTIMATING PURPOSE ONLY.

THEY CAN BE EXPECTED TO CHANGE AFTER THE ENGINEERING PROCESS, DETAILED AND ACCURATE MATERIAL LISTS WILL BE FURNISHED WHEN ENGINEERING IS COMPLETED.

CONTINUING CONTRACTS HAVE BEEN ESTABLISHED FOR PORTIONS OF SIGNAL WORK ON THE BNSF RAILROAD.

THIS ESTIMATE GOOD FOR 90 DAYS. THEREAFTER THE ESTIMATE IS SUBJECT TO CHANGE IN COST FOR MATERIAL, LABOR, AND OVERHEADS.

\*\*\*\*\* SIGNAL WORK ONLY \*\*\*\*\*

THE STATE OF ILLINOIS IS FUNDING THIS PROJECT 100%.

MAINTAIN PROPRIETARY CONFIDENTIALITY

DESCRIPTION	QUANTITY	U/M	COST	TOTAL \$
*****				
LABOR				
*****				
ELECTRICAL MOBILIZATION F/POWER TRAN	162.00	MH	3,626	
PLACE FIELD WELDS - CAP	453.44	MH	9,439	
PLACE RAIL/OTM - CAP	226.72	MH	4,434	
SIGNAL FIELD LABOR - CAP	2976.00	MH	58,598	
SIGNAL SHOP LABOR - CAP	208.00	MH	4,296	
PAYROLL ASSOCIATED COSTS			48,442	
EQUIPMENT EXPENSES			15,458	
DA LABOR OVERHEADS			54,512	
INSURANCE EXPENSES			12,055	
TOTAL LABOR COST			210,861	210,861
*****				
MATERIAL				
*****				
RAIL, 136 LB NEW WELDED, PREMIUM	1040.00	LF X	12,460	
WELOKIT, GENERIC FOR ALL RAIL WEIGHTS	52.00	KT X	2,756	
ELECTRICAL MTRL	3.00	EA	4,500	
MP. 60.80 INT. SIG. LOCT.	1.00	LS N	6,813	
MP. 61.01 XING ROUTE 23 NEW CONTROL EQUIP.	1.00	LS N	18,844	
MP. 61.59 EL. LOCK LOCT. ADD PSO'S	1.00	LS N	7,880	
MP. 62.02 XING ELM ST. COMPLETE	1.00	LS N	83,285	
MP. 62.17 XING BIRCH ST. COMPLETE	1.00	LS N	68,511	
MP. 62.46 EL. LOCK LOCT. ADD PSO'S	1.00	LS N	7,880	
MP. 63.10 INTERFACE LOCT. COMPLETE	1.00	LS N	21,042	
MATERIAL HANDLING			486	
ONLINE TRANSPORTATION			365	
USE TAX			14,978	
OFFLINE TRANSPORTATION			2,787	
TOTAL MATERIAL COST			252,592	252,592
*****				
OTHER				
*****				
AC POWER SERVICE	1.00	EA	20,000	
CONTRACT ENGR.	1.00	LS N	25,000	
FILL DIRT	50.00	CY N	1,250	
MACHINE RENTAL	1.00	LS N	11,054	
SURFACE ROCK	40.00	CY N	1,000	
TOTAL OTHER ITEMS COST			58,304	58,304

PROJECT SUBTOTAL  
CONTINGENCIES  
BILL PREPARATION FEE

521,757  
52,175  
2,870

GROSS PROJECT COST  
LESS: COST PAID BY BNSF

576,802  
0

TOTAL BILLABLE COST

576,802

\*\*\*\*\* MAINTAIN PROPRIETARY CONFIDENTIALITY \*\*\*\*\*

THE B. N. S. F. RAILWAY COMPANY  
FHPM ESTIMATE FOR  
STATE OF ILLINOIS

LOCATION:- WATERMAN DETAILS OF ESTIMATE PLAN ITEM: PTR069 755N VERSION: 1

PURPOSE, JUSTIFICATION AND DESCRIPTION

REHAB EXIST'G GRADE XING SURFACE WITH NEW 80 LF CONC. XING SURFACE @ ELM ST. IN WATERMAN.  
IL. DOT #069 755N, MP 62.02, LS 3 - AURORA SUBDIVISION. 100% STATE OF ILLINOIS FUNDED.

DESCRIPTION	QUANTITY	U/M	COST	TOTAL \$
*****				
LABOR				
*****				
BUILD TRACK PANELS - REPLACEMENT	96.00	MH	1,738	
PLACE FIELD WELOS - CAP	112.00	MH	2,239	
REPLACE PUBLIC CROSSING - SURFACE ONLY	160.00	MH	2,896	
SIGNAL FIELD LABOR - CAP	27.00	MH	558	
SURFACE TRACK - REPLACEMENT - CAP	24.00	MH	472	
UNLOAD BALLAST - REPLACEMENT - CAP	12.00	MH	218	
UNLOAD CROSSING MATERIAL - PUBLIC - CAP	40.00	MH	724	
WORK TRAIN - BALLAST	36.00	MH	1,064	
PAYROLL ASSOCIATED COSTS			5,969	
EQUIPMENT EXPENSES			3,490	
DA LABOR OVERHEADS			6,715	
PERDIEM EXPENSES			150	
INSURANCE EXPENSES			1,481	

TOTAL LABOR COST 27,714 27,714

*****				
MATERIAL				
*****				
BALLAST, FROM ST. CLOUD, MN. (MN. P	200.00	NT	1,612	
PLUG RAIL, 136# INSULATED, BONDED, 20 FT	2.00	EA	1,007	
RAIL, TRANSH, 8E, 40 FT, 136 - 1/4 WORN 132	4.00	EA	2,660	
RAIL, 136 LB NEW WELDED, PREMIUM :	240.00	LF	2,876	
SPIKE, TIMBER SCREW, RECESSED SQ. HEAD, 3/4 X 1	180.00	EA	263	
TIE, TRK, 10', PRE-PLAYED, PANOROL, 6", ROUND HOLE	71.00	EA	5,550	
WELOKIT, GENERIC FOR ALL RAIL WEIGHTS	14.00	KT	742	
CONC 136 OB-SEC WITH FILLER FOR WOOD	80.00	FT	12,156	
SIGNAL MATERIAL	3.30	DAY	495	
MATERIAL HANDLING			672	
ONLINE TRANSPORTATION			2,076	
USE TAX			1,748	
OFFLINE TRANSPORTATION			204	

TOTAL MATERIAL COST 32,061 32,061

*****				
OTHER				
*****				
ADDITIONAL RENTAL FEES	1.00	LS	300	
FURNISH AND PLACE ASPHALT	1.00	LS	10,000	
LEASED EQUIPMENT	1.00	LS	5,000	
SIGNAL LEASED VEHICLE	3.30	DAY	165	
TRAFFIC CONTROL (CONTRACT)	1.00	LS	2,500	

TOTAL OTHER ITEMS COST 17,965 17,965

PROJECT SUBTOTAL 77,740  
CONTINGENCIES 7,758  
BILL PREPARATION FEE 428

GROSS PROJECT COST 85,926  
LESS COST PAID BY BNSF 0

TOTAL BILLABLE COST 85,926

\*\*\*\*\* MAINTAIN PROPRIETARY CONFIDENTIALITY \*\*\*\*\*

THE B. N. S. F. RAILWAY COMPANY  
FHPM ESTIMATE FOR  
STATE OF ILLINOIS

LOCATION: WATERMAN TO 8X XING DETAILS OF ESTIMATE PLAN ITEM: PTR069 757C VERSION: 1

PURPOSE, JUSTIFICATION AND DESCRIPTION

REHAB EXIST'G GRADE XING SURFACE WITH NEW 72 LF CONC. XING SURFACE @ BIRCH ST. IN  
WATERMAN, IL. DOT #069 757C, MP 62.17, LS 3 - AURORA SUBDIVISION. 100% STATE OF ILLINOIS  
FUNDED.

DESCRIPTION	QUANTITY	U/M	COST	TOTAL \$
<b>LABOR</b>				
BUILD TRACK PANELS - REPLACEMENT	96.00	MH	1,738	
PLACE FIELD WELOS - CAP	112.00	MH	2,239	
REPLACE PUBLIC CROSSING - SURFACE ONLY	144.00	MH	2,607	
SIGNAL FIELD LABOR - CAP	24.00	MH	496	
SURFACE TRACK - REPLACEMENT - CAP	24.00	MH	472	
UNLOAD BALLAST - REPLACEMENT - CAP	12.00	MH	218	
UNLOAD CROSSING MATERIAL - PUBLIC - CAP	36.00	MH	652	
WORK TRAIN - BALLAST	36.00	MH	1,064	
PAYROLL ASSOCIATED COSTS			5,712	
EQUIPMENT EXPENSES			3,340	
DA LABOR OVERHEADS			6,429	
PERDIEM EXPENSES			150	
INSURANCE EXPENSES			1,418	

TOTAL LABOR COST

26,535 26,535

**MATERIAL**

BALLAST, FROM ST. CLOUD, MN. (MN, P	200.00	MT	1,612	
PLUG RAIL, 136# INSULATED, BONDED, 20 FT	4.00	EA	2,013	
RAIL, TRANSM, 8E.40 FT, 136 - 1/4 WORN 132	4.00	EA	2,660	
RAIL, 136 LB NEW WELOED, PREMIUM :	240.00	LF	2,876	
SPIKE, TIMBER SCREW, RECESSED SQ. HEAD, 3/4 X 1	162.00	EA	237	
TIE, TRX, 10', PRE-PLATED, PANDROL, 6", ROUND HOLE	66.00	EA	5,081	
WELOKIT, GENERIC FOR ALL RAIL WEIGHTS	14.00	KT	742	
CONC 136 08-SEC WITH FILLER FOR WOOD	72.00	FT	10,940	
SIGNAL MATERIAL	3.00	DAY	450	
MATERIAL HANDLING			653	
ONLINE TRANSPORTATION			2,065	
USE TAX			1,700	
OFFLINE TRANSPORTATION			186	

TOTAL MATERIAL COST

31,215 31,215

**OTHER**

ADDITIONAL RENTAL FEES	1.00	LS	300	
FURNISH AND PLACE ASPHALT	1.00	LS	9,500	
LEASED EQUIPMENT	1.00	LS	5,000	
SIGNAL LEASED VEHICLE	3.00	DAY	150	
TRAFFIC CONTROL (CONTRACT)	1.00	LS	2,500	

TOTAL OTHER ITEMS COST

17,450 17,450

PROJECT SUBTOTAL

75,200

CONTINGENCIES

7,505

BILL PREPARATION FEE

414

GROSS PROJECT COST

83,119

LESS COST PAID BY BNSF

0

TOTAL BILLABLE COST

83,119